

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

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The Department of Transportation of the State of Illinois,	)	
for and on behalf of the People of the State of Illinois,	)	
	)	
Petitioner,	)	Docket No. T09-0074
	)	
vs.	)	
	)	
Terminal Railroad Association of St. Louis, a foreign	)	
corporation; The Wiggins Ferry Company, an Illinois	)	Job No. R-98-025-08
corporation; and	)	
	)	Parcel Nos. 8825024PE-A thru C
	)	Parcel Nos. 8825024TE-A thru H
Unknown Owners,	)	
	)	
Respondents.	)	Judge Jackson
	)	
Supplement to Petition for approval to institute eminent domain proceedings to	)	
take certain property owned by a common transportation carrier in St. Clair	)	
County, Illinois by exercising the right of eminent domain	)	

**MOTION FOR LEAVE TO FILE AMENDMENT TO  
SUPPLEMENT TO PETITION AND PROPOSED DRAFT ORDER**

Petitioner, Illinois Department of Transportation ("IDOT"), moves under the Illinois Administrative Code for leave to file *instanter* IDOT's Amendment to Supplement to Petition and agreed Proposed Order, and in support of this motion, states:

1. On September 10, 2009, the Illinois Commerce Commission (the "Commission") issued its order in these proceedings permitting and authorizing IDOT to construct two new grade separation structures to carry relocated Interstate Route 70 (FAP Route 999) over property owned by The Wiggins Ferry Company, a wholly-owned subsidiary of Terminal Railroad Association of St. Louis (collectively, "TRRA").

2. On September 14, 2009, IDOT filed its Supplement to Petition seeking approval from the Commission for IDOT to proceed with an action to take or condemn certain real property owned by TRRA. These real property interests (the "Property") are described with particularity in Revised and Amended Exhibits S1 through S3 attached to IDOT's Amendment to Supplement

to Petition (the "Easement Documents") and are needed at this time by IDOT to construct the Project.

3. The parties have agreed to the terms and conditions contained in the Easement Documents.

4. The only known unresolved issues relating to IDOT's acquisition of the Property are the amount of damages owed by IDOT to TRRA and the treatment of existing title encumbrances affecting the Property.

5. The Easement Documents provide that, in the absence of a negotiated settlement, the parties agree to determine the amount of damages owed by IDOT to TRRA through eminent domain proceedings pursuant to the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et. seq.*

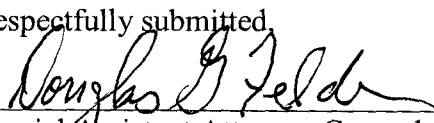
6. By reason of the foregoing, IDOT seeks leave to file its Amendment to Supplement to Petition and its agreed Proposed Order approving IDOT to institute eminent domain proceedings to take the Property.

WHEREFORE, the IDOT requests entry of an order:

- a. granting IDOT leave to file its Amendment to Supplement to Petition adding Revised and Amended Exhibits S1 through S3, and
- b. granting IDOT leave to file an agreed Proposed Order allowing IDOT to institute an action to take the Property by eminent domain.

Respectfully submitted,

By:

  
Special Assistant Attorney General

Douglas G. Felder  
Douglas G. Felder, P.C.  
Special Assistant Attorney General  
203 North LaSalle Street - Suite 2300  
Chicago, Illinois 60601  
(312) 634-3509

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## CERTIFICATE OF SERVICE

I, Douglas G. Felder, an attorney, certify that I served the foregoing Motion to File Amendment to Supplement to Petition with Revised and Amended Exhibits S1 through S3 and Petitioner's Draft Proposed Agreed Order upon the following party or parties listed below *via* electronic mail on September 28, 2009 and by U.S. Mail at their respective addresses set forth hereunder:

Mr. David Lazarides, Director of Processing Illinois Commerce Commission 527 East Capitol Avenue Springfield, IL 62701 <i>Via E-filing</i>	The Wiggins Ferry Company, an Illinois corporation c/o Katherine C. Lemley Bryan Cave, LLP 211 North Broadway Suite 3600 St. Louis, MO 63102
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Terminal Railroad Assoc. of St. Louis  
211 North Broadway - Suite 3600  
c/o Katherine C. Lemley  
Bryan Cave, LLP  
St. Louis, MO 63102  
[klemley@bryancave.com](mailto:klemley@bryancave.com)

[jblair@icc.illinois.gov](mailto:jblair@icc.illinois.gov)

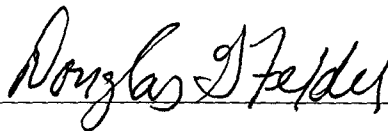
Timothy E. Duggan  
426 South 5<sup>th</sup> Street  
Springfield, IL 62701  
[sgdlaw@yahoo.com](mailto:sgdlaw@yahoo.com)

Richard A. Redmond  
Holland & Knight LLC  
131 South Dearborn Street - 30th Floor  
Chicago IL 60603  
[Richard.Redmond@hklaw.com](mailto:Richard.Redmond@hklaw.com)

Cindy K Bushur-Hallam  
Special Assistant Chief Counsel  
Illinois Department of Transportation  
2300 S. Dirksen Pkwy  
Springfield, IL 62764  
[Cindy.bushur-hallam@illinois.gov](mailto:Cindy.bushur-hallam@illinois.gov)

John Blair  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62701

Douglas G. Felder  
Douglas G. Felder, P.C.  
Special Assistant Attorney General  
203 North LaSalle Street - Suite 2300  
Chicago, Illinois 60601  
(312) 634-3509



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The Department of Transportation of the  
State of Illinois, for and on behalf of the  
People of the State of Illinois,  
  
Petitioner,

vs.

Terminal Railroad Association of St. Louis, a  
Missouri corporation; The Wiggins Ferry  
Company, an Illinois corporation; and

Unknown Owners,  
  
Respondents.

Supplement to Petition for approval to institute eminent domain  
proceedings to take certain property owned by a common transportation  
carrier in St. Clair County, Illinois

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) Parcel Nos. 8825024TE-A thru H  
)  
) Judge Jackson  
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By the Commission:

## PROCEDURAL HISTORY

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traffic lanes, respectively, of relocated Interstate Route 70 (FAP Route 999) over and across property owned by The Wiggins Ferry Company, a wholly-owned subsidiary of the Terminal Railroad Association of St. Louis (collectively, "TRRA"). On September 10, 2009, the Commission issued its order in these proceedings permitting and authorizing IDOT to construct the grade separation structures in accordance with the terms and conditions set forth in such order.

On September 14, 2009, IDOT filed its verified Supplement to Petition with the Commission, seeking approval to institute eminent domain proceedings to take the Property as described on Exhibits S1 through S3 attached to such Supplement to Petition, with such taking to be in accordance with the terms, conditions and limitations set forth on such Exhibits S1 through S3. On September 28, 2009, IDOT filed its Amendment to Supplement to Petition with the Revised and Amended Exhibits S1 through S3 (the "Easement Documents"), a copy of which is attached to this Order, for the purpose of replacing the original Exhibits S1 through S3 with the Revised and Amended Exhibits S1 through S3 to reflect the agreement between IDOT and TRRA.

### **FINDINGS AND ORDERS**

Having been advised of the parties' agreement to the terms and conditions of the permanent and temporary easements for purposes of the Project and being fully advised in the premises, the Commission is of the opinion and finds that:

- (1) IDOT exists by virtue of the laws of the State of Illinois;
- (2) TRRA is a rail carrier as defined by the Illinois Commercial Transportation Law;
- (3) the Commission has jurisdiction of the parties hereto and the subject matter hereof;
- (4) under and by virtue of the Illinois Highway Code (605 ILCS 5/2-101; 5/2-220; and §5/4-101 through §5/4-512), IDOT is engaged in the improvement to construct FAP Route 999, the New Mississippi River Bridge Roadway Project, in St. Clair County, Illinois (the "Project");
- (5) IDOT submits that the Property is required to construct the Project;
- (6) the subject land, rights, and other property are private property owned by TRRA;
- (7) the parties have agreed to the terms, conditions and limitations of the permanent and temporary easements as set forth in the Easement Documents;
- (8) the parties advise that the only known remaining issues between and amongst them are (i) the damages owed by IDOT to TRRA for the taking of the Property and (ii) the treatment of existing title encumbrances affecting the Property;

(9) IDOT submits that the Project is a public work, is for public use, and constitutes a public purpose, namely a public highway; and it is necessary to the convenience of the public traveling over the highway that IDOT have and acquire, for the use of the People of the State of Illinois for highway purposes, and on the terms, conditions and limitations set forth in the Easement Documents, the permanent and temporary easements described in such Easement Documents;

IT IS THEREFORE ORDERED that the approval of the Illinois Commerce Commission be, and it is hereby, granted to IDOT to institute eminent domain proceedings to take the Property pursuant to the provisions of the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et.seq.*, in accordance with the terms, conditions and limitations set forth in the Easement Documents.

IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final order subject to the Administrative Review Law.

By Order of the Commission this \_\_\_\_ day of October, 2009.

Chairman

ILLINOIS COMMERCE COMMISSION

By: \_\_\_\_\_

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

The Department of Transportation of the State of  
Illinois, for and on behalf of the People of the  
State of Illinois,

Petitioner,

vs.

Terminal Railroad Association of St. Louis, a  
foreign corporation; The Wiggins Ferry  
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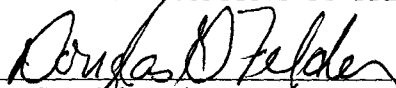
**AMENDMENT TO SUPPLEMENT TO PETITION**

**(SEEKING APPROVAL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS TO TAKE OR  
DAMAGE PROPERTY BELONGING TO RAILROAD)**

The Petitioner, the State of Illinois, Illinois Department of Transportation, hereby amends  
its Supplement to Petition by substituting and superseding the original Exhibits S1-S3 attached to  
the Supplement to Petition with the Revised and Amended Exhibits S1-S3 attached hereto.

Respectfully submitted,

ILLINOIS DEPARTMENT OF TRANSPORTATION

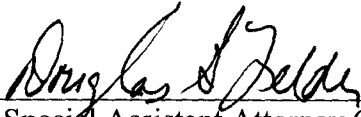
By:   
Special Assistant Attorney General

Douglas G. Felder  
Douglas G. Felder, P.C.  
Special Assistant Attorney General  
203 North LaSalle Street – Suite 2300  
Chicago, Illinois 60601  
(312) 634-3509



### **CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be made on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

  
Special Assistant Attorney General

Douglas G. Felder  
Douglas G. Felder, P.C.  
Special Assistant Attorney General  
203 North LaSalle Street – Suite 2300  
Chicago, Illinois 60601  
(312) 634-3509

Name: The Wiggins Ferry Company  
Route: 998 (Relocated 1-70)  
Section: 82-1B  
County: St. Clair  
Job No.: R-98-025-08  
Parcel No.: 8825024PE-A  
Contract No.: MO J610984  
Catalog No.: \_\_\_\_\_  
Sta.: 95+63.02  
To Sta.: 119+61.15

**PERMANENT EASEMENT**  
**AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that The Wiggins Ferry Company, an Illinois corporation, with the address of 1000 St. Louis Union Station, Suite 200, St. Louis, MO 63103 and Terminal Railroad Association of St. Louis, a Missouri corporation, with the address of 1000 St. Louis Station, Suite 200, St. Louis, MO 63103 (together, "Grantor"), for and in consideration of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration to be determined as the parties shall agree or such consideration, and, compensation, including any damages, as will be finally determined by a court of competent jurisdiction pursuant to the provisions of the Illinois Eminent Domain Act, paid or to be paid by the PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, ("Grantee"), and the promises of the Grantee hereinafter specified, does hereby grant unto the Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth, a permanent easement for purposes of highway right of way in, on, upon, over and across the property that is described in **Exhibit A**, hereto attached and hereby made a part hereof, (the "Premises") for the construction, reconstruction, maintenance, repair and use of the relocated Interstate 70 including a Mississippi River bridge (the "Bridge"), approaches, and access roadways in St. Clair County, Illinois (collectively, the "Highway Structures"). The Permanent Easement granted herein shall be for the use of Grantee, and its respective employees, agents, contractors, subcontractors, licensees and other permittees of Grantee, including the Missouri Highways and Transportation Commission, and its agents, employees, and independent contractors (collectively, "MHTC"); provided, however, that any agents, contractors, subcontractors, licensees or other permittees of Grantee shall be permitted to use the Premises only for the purposes stated above in accordance with the terms contained in this Permanent Easement Agreement.

The Grantor further grants the Grantee, subject to Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, the non-exclusive right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, watermains, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the Premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures on the Premises. In accordance with Section 9-113, under this non-

exclusive right, any persons who seek permission from the Grantee, as set forth above, must obtain the prior written consent of Grantor.

RESERVING, however, unto the Grantor, its successors and assigns, the right and privilege to use the Premises for any and all purposes, including without limitation the right to construct, maintain, use, operate, relocate, reconstruct and renew such railroad tracks and related facilities as it may at any time, and from time to time, desire within the limits of the Premises hereinbefore described; provided that such uses and purposes are consistent with and do not interfere with Grantee's use of the Premises for the above-stated highway purposes. Notwithstanding the previous sentence, Grantor may not, without the prior written consent of Grantee, construct, maintain, use, operate, relocate, reconstruct and renew any non-railroad related structures or improvements within the Premises.

ALSO RESERVING, however, unto the Grantor, its successors and assigns, subject to Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, the non-exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove utility lines above, below and on the surface of the Premises, including, without limitation, transmission by conduit, fiber optics, cable, wire, pipe, poles or other means, of electricity, voice data, video, digitized information, communication or other materials or information, and the right of ingress and egress, except that such work and all resulting structures shall not unreasonably interfere with and shall be consistent with Grantee's use of the Premises for said highway purposes.

Said easement is granted subject to the following terms and conditions:

1. Existing interests in the Premises as set forth on Exhibit B, hereto attached and hereby made a part hereof (the "Permitted Exceptions").
2. The Grantee acknowledges and agrees that Grantee is accepting the Premises in its present "AS-IS, WHERE IS" condition and without representation or warranty and Grantee certifies that it is relying solely upon its own inspections of the Premises as to the suitability thereof for the uses permitted herein and as to all other matters material to Grantee's decision to enter into this Permanent Easement Agreement. Except as expressly provided for in this Permanent Easement Agreement, nothing herein shall constitute any representation, guaranty or warranty of any kind by Grantor or Grantee.
3. The terms and conditions of this Permanent Easement Agreement and Grantee's use of the Premises shall, to the extent applicable, comply with the terms and conditions of the Grade Separation Construction and Maintenance Agreement dated \_\_\_\_\_ 2009 between Grantor, Grantee and MHTC, as incorporated by reference in the Order issued by the State of Illinois Commerce Commission on September 10, 2009 regarding Case number T09-0074 (the "Grade Separation Agreement"). If there is a conflict between this Permanent Easement Agreement and the

Grade Separation Agreement with respect to the Permanent Easement, the terms and conditions of this Permanent Easement Agreement shall prevail.

4. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Highway Structures shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and Premises, and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and Premises, the Grantee shall construct and maintain such culverts, drains or ditches as may be requisite to preserve such natural and pre-existing drainage, and shall also, wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. Grantor may reasonably request that Grantee, at Grantor's sole cost and expense, relocate a drainage structure within the Premises provided that Grantor has obtained and presents with its request to Grantee the required permit(s) from the appropriate governmental bodies or entities. Grantee shall not unreasonably withhold its consent of the relocation of drainage structure provided that said permits are obtained and delivered to Grantee with Grantor's request and provided that Grantor assumes all cost of said relocation.
5. The Grantee shall bear all costs and expenses incurred in connection with its use of the Premises under this Permanent Easement Agreement including, but not limited to the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of the Premises for said highway purposes.
6. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Highway Structures on the Premises.
7. The Grantor shall comply with all applicable provisions of federal, state, and local law and the Grantee shall comply with all applicable provisions of federal and state law.
8. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee within the Premises without the prior written consent of the Grantee. If the Grantor's use of the Premises causes damage to the Highway Structures, the Grantor, with Grantee's

prior written approval and at the Grantor's sole cost and expense, will cause such damage to be repaired in a timely and expedient manner. The Grantor further agrees not to erect or cause to be erected any advertising signs on the Premises.

9. Grantee acknowledges that Grantor has advised Grantee that the Grantor may seek to relocate in the future access roadways within the Premises set forth in this Permanent Easement Agreement. In the event that Grantor desires to relocate one or more of the access roadways within the Premises (the "Relocated Access Road"), Grantor shall present to Grantee a request for a Relocated Access Road which shall include a depiction of the proposed Relocated Access Road and any such additional information relating to the proposed Relocated Access Road which is reasonably requested by the Grantee. Grantee shall review the Grantor's request promptly and shall not unreasonably withhold its consent to the proposed Relocated Access Road provided the Relocated Access Road does not interfere with Grantee's rights under this Permanent Easement Agreement and is subject to this Permanent Easement Agreement.
10. This Agreement is governed by the laws of the State of Illinois. If any portion of this Permanent Easement Agreement is invalid or unenforceable with respect to any party, the remainder of this Permanent Easement Agreement will not be affected, and each provision of this Permanent Easement Agreement will be valid and enforceable to the fullest extent permitted by law.
11. Each individual executing this Permanent Easement Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity for which the individual is executing, and that this Permanent Easement Agreement is binding upon the entity for which said individual is so executing.
12. Except as explicitly stated herein, this Permanent Easement Agreement contains the entire agreement between Grantor and Grantee with respect to Grantee's use of the Premises and no prior agreements or understandings with respect to the Premises shall be valid or of any force or effect. The preceding sentence shall not apply to any other permanent or temporary easement agreements executed by Grantor and Grantee expressly relating to the Highway Structures, the Grade Separation Agreement or to any grade separation construction and maintenance agreements or easements relating to locations within the State of Missouri.
13. Any changes or modifications to this Permanent Easement Agreement shall be in writing, executed by the parties and duly recorded.

14. Either Grantor or Grantee may transfer or assign its interest in this Permanent Easement Agreement or the Premises. If Grantor or Grantee transfers or assigns its interest in this Permanent Easement Agreement or the Premises, then the transferee shall immediately assume all rights and duties of the transferor in this Permanent Easement Agreement and/or the Premises.
15. Any notice or communication required or permitted to be given under this Permanent Easement shall be in writing and shall be delivered by one or more of the following methods: (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile, notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. All notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a receipt for certified mail. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Grantor shall be addressed to, and delivered at the following addresses:

The Wiggins Ferry Company  
1000 St. Louis Union Station, Suite 200  
St. Louis, Missouri 63103  
Attention:  
Facsimile number: (314) 621-3673

and

Terminal Railroad Association of St. Louis  
1000 St. Louis Union Station, Suite 200  
St. Louis, Missouri 63103  
Attention: Mr. C. R. McQueen, Jr., Director Engineering Services &  
Administration

Notices and communications to the Grantee shall be addressed to, and delivered at the following address:

State of Illinois, Department of Transportation  
1102 Eastport Plaza Drive

Collinsville, IL 62234  
Attention: Regional Engineer  
Facsimile number: 618-346-3119

with a copy to:

State of Illinois, Department of Transportation  
2300 South Dirksen Parkway  
Springfield, IL 62764  
Attention: Chief Counsel  
Facsimile number: 217-524-0198

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Easement Agreement to be executed in their names and on their behalf by the duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date").

THE WIGGINS FERRY COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

TERMINAL RAILROAD ASSOCIATION OF ST.  
LOUIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

THE PEOPLE OF THE STATE OF  
ILLINOIS, DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI )

) ss.

COUNTY OF \_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me \_\_\_\_\_,  
a Notary Public in and for said County and State personally appeared,  
\_\_\_\_\_ and \_\_\_\_\_ who are  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of The Wiggins  
Ferry Company, an Illinois corporation, and who are personally known to me (or proved  
to me on basis of satisfactory evidence) to be the persons whose names are subscribed  
to in the within instrument, and acknowledged to me that they executed the same in  
their authorized capacities, and by their signatures on the Instrument the persons, or the  
entity upon behalf of which persons acted, executed the Instrument.



WITNESS my hand an official seal.

\_\_\_\_\_  
Notary Public  
State of Missouri  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me \_\_\_\_\_,  
a Notary Public in and for said County and State personally appeared,  
\_\_\_\_\_ and \_\_\_\_\_ who are  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of Terminal  
Railroad Association of St. Louis, a Missouri corporation, and who are personally known  
to me (or proved to me on basis of satisfactory evidence) to be the persons whose  
names are subscribed to in the within instrument, and acknowledged to me that they  
executed the same in their authorized capacities, and by their signatures on the  
Instrument the persons, or the entity upon behalf of which persons acted, executed the  
Instrument.

WITNESS my hand an official seal.

\_\_\_\_\_  
Notary Public  
State of Missouri  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared  
\_\_\_\_\_ who being by me duly sworn, did say that he/she is the  
\_\_\_\_\_ of the Illinois Department of Transportation and the seal affixed  
to the foregoing instrument is the official seal of said Department and that said instrument was signed in  
behalf of said Department by authority of the Illinois Department of Transportation and said  
\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the  
county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### The Premises

Parcel 8825024PE-A

FAP Route 998

Section 82-1B

St. Clair County

Job No. R-98-025-08

Owner: The Wiggins Ferry Company

Sta. 95+63.02 to Sta. 119+61.15

Parcel Index Number 01-02.0-512-001

PE purpose: highway right of way for the construction, reconstruction, maintenance, repair and use of relocated Interstate 70 including a Mississippi River bridge.

That part of Lots 45A, 45C and 45D in Division of Vacant Ferry Lands in Section 2, Township 2 North, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in Plat Book B, Page 28 in the Recorder's Office of St Clair County, Illinois, described as follows:

Commencing at the southwest corner of Block 6 in the Town of Brooklyn, reference being had to the plat thereof recorded in Plat Book N, Page 2 in said Recorder's Office; thence South 11 degrees 33 minutes 50 seconds East on the westerly right of way line of Illinois Central Railroad, 430.85 feet; thence South 18 degrees 38 minutes 51 seconds East on said westerly right of way line, 310.74 feet; thence South 18 degrees 41 minutes 23 seconds East on said westerly right of way line, 300.02 feet to the Point of Beginning.

From said Point of Beginning; thence South 18 degrees 41 minutes 23 seconds East, 200.20 feet; thence South 68 degrees 45 minutes 20 seconds West, 2,289.21 feet to the easterly edge of the Mississippi River; thence North 18 degrees 27 minutes 19 seconds West on said easterly edge, 82.77 feet; thence North 11 degrees 29 minutes 43 seconds West on said easterly edge, 119.04 feet; thence North 68 degrees 45 minutes 20 seconds East, 2,273.94 feet to the Point of Beginning.

Said parcel 8825024PE-A contains 10.4893 acres or 456,912 square feet, more or less.

Parcel Closes	X
Mineral rights	X
Approved By	DAF
Date	04-16-09

**EXHIBIT B**

**Permitted Exceptions**

To be determined.

Name: The Wiggins Ferry  
Company  
Route: 999 (Relocated I-70)  
Section: 82-1B  
County: St. Clair  
Job No.: R-98-025-08  
Parcel No.: 8825024 PE- B & C  
Contract No.: MO J610984  
Catalog No.:  
Sta.: 10+80.69 to Sta. 47+29.09  
Sta.: 46+96.21 to Sta. 57+93.05

## **PERMANENT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that THE WIGGINS FERRY COMPANY, an Illinois corporation, with the address of 1000 St. Louis Union Station, Suite 200, St. Louis, MO 63103 and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation, with the address of 1000 St. Louis Union Station, Suite 200, St. Louis, MO 63103 (together, "Grantor"), for and in consideration of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration to be determined as the parties shall agree or such consideration, and compensation, including any damages, as will be finally determined by a court of competent jurisdiction pursuant to the provisions of the Illinois Eminent Domain Act, paid or to be paid by the PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, ("Grantee"), and the promises of the Grantee hereinafter specified, does hereby grant unto the Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth, a permanent right and easement (the "Easement") to construct, use and maintain access roadways and associated drainage facilities (the "Access Roadways") in, upon, along, over and across the property located in St. Clair County, Illinois that is described in **Exhibit A**, hereto attached and hereby made a part hereof, (the "Premises"). The Easement is for the purposes of access, ingress and egress across the Premises for the construction, reconstruction, inspection, maintenance and repair of the relocated Interstate 70 including a Mississippi River bridge (the "Bridge"), approaches and access roadways in St. Clair County, Illinois (collectively, the "Project"). The Bridge location is described in **Exhibit B**, hereto attached and hereby made a part hereof. The Easement granted herein shall be for the use of Grantee, and its respective employees, agents, contractors, subcontractors, licensees and other permittees of Grantee, including the Missouri Highways and Transportation Commission, and its agents, employees, and independent contractors (collectively, "MHTC"); provided, however, that any agents, contractors, subcontractors, licensees or other permittees of Grantee shall be permitted to use the Premises only for the purposes stated above in accordance with the terms contained in this Permanent Easement Agreement.

RESERVING, however, unto the Grantor, its successors and assigns, the right and privilege to use the Premises for any and all purposes, including without limitation the right to construct, maintain, use, operate, relocate, reconstruct and renew such railroad tracks and related facilities as it may at any time, and from time to time, desire within the limit of the

Premises hereinbefore described; provided that such uses and purposes are consistent with and do not interfere with Grantee's use thereof for access roadway purposes.

ALSO RESERVING, however, unto the Grantor, its successors and assigns, subject to Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, the non-exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines, utility lines, fiber optics, cables, and wires above, below and on the surface of the Access Roadways, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means, of electricity, voice data, video, digitized information, or other materials or information, and the right of ingress and egress, except that such work and all resulting structures shall not unreasonably interfere with and shall be consistent with Grantee's use of the Access Roadways for said access roadway purposes.

Said Permanent Easement Agreement is granted subject to the following terms and conditions:

1. Existing interests in the Premises as set forth on **Exhibit C**, hereto attached and hereby made a part hereof (the "Permitted Exceptions").
2. The Grantee hereby acknowledges and agrees that Grantee is accepting the Premises in its present "AS-IS, WHERE-IS" condition and without representation or warranty and Grantee certifies that it is relying solely upon its own inspections of the Premises as to the suitability thereof for the uses permitted herein and as to all other matters material to Grantee's decision to enter into this Permanent Easement Agreement. Except as expressly provided for in this Permanent Easement Agreement, nothing herein shall constitute any representation, guaranty or warranty of any kind by Grantor and Grantee.
3. The terms and conditions of this Permanent Easement Agreement and Grantee's use of the Premises shall, to the extent applicable, comply with the terms and conditions of the Grade Separation Construction and Maintenance Agreement dated \_\_\_\_\_, 2009 between Grantor, Grantee and MHTC, as incorporated by reference in the Order issued by the State of Illinois Commerce Commission on September 10, 2009 regarding Case number T09-0074 (the "Grade Separation Agreement"). If there is a conflict between this Permanent Easement Agreement and the Grade Separation Agreement with respect to the Permanent Easement, the terms and conditions of this Permanent Easement Agreement shall prevail.
4. The Grantee may construct and, if constructed, shall maintain the Access Roadways on, over, along and across the Premises at the locations shown on **Exhibit D**, attached hereto and incorporated herein. Except as specifically provided in this Permanent Easement Agreement and without limiting Grantee's obligations hereunder, the construction, inspection, maintenance and repair of the Access Roadways and those structures and improvements constructed, relocated, maintained or repaired pursuant to this Permanent Easement Agreement shall at all times be performed at Grantee's sole cost and expense unless said Access Roadways and associated drainage facilities are damaged by the Grantor's use. If Grantor's use of the Premises damages the Access Roadways or structures or improvements associated therewith, the Grantor, with Grantee's prior written approval and at the Grantor's sole cost and expense, shall be

responsible for any costs to repair same. The Grantee will maintain the Access Roadways to a level sufficient for the Grantee's needs.

5. Grantee shall have no right to access any other portions of the Grantor's property except for the Premises under this Permanent Easement Agreement.

6. Access Roadways constructed pursuant to this Permanent Easement Agreement hereunder, are to be located so as to minimize potential conflict with Grantor's current use of the Premises.

7. Grantee shall install and maintain private crossings at the locations where the Access Roadways will cross the Grantor's tracks as shown on **Exhibit D**. The installation, maintenance and use of such private crossings shall be performed at Grantee's or Grantee's designee's sole cost and expense. The Grantee, at the Grantee's sole cost and expense, will construct a gate at the public access point of each Access Roadway to restrict unauthorized use.

8. It is the intention of Grantor and Grantee that the Access Roadways shall be private roadways. Grantee acknowledges and agrees that Grantor and its agents, servants and employees may use the Access Roadways provided that Grantor's use of the Access Roadways shall be limited to usage consistent with that of private access roads.

9. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Access Roadways shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and Premises, and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and Premises, the Grantee shall construct and maintain such culverts, drains or ditches as may be requisite to preserve such natural and pre-existing drainage, and shall also, wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

10. Grantee shall bear all costs and expenses incurred in connection with its use of the Premises under this Permanent Easement Agreement including, but not limited to the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of the Premises for the Access Roadways.

11. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Access Roadways pursuant to the terms hereof.

12. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee within the Premises without the prior written consent of the Grantee. The Grantor further agrees not to erect or cause to be erected any advertising signs on the Premises.

13. Grantee acknowledges that Grantor has advised Grantee that the Grantor may seek to relocate in the future the Access Roadways set forth in this Permanent Easement Agreement. In the event that Grantor desires to relocate one or more of the Access Roadways (the "Relocated Access Road"), Grantor shall present to Grantee a request for a Relocated Access Road Permanent Easement which shall include the legal description of the proposed Relocated Access Road, a title commitment for the property consisting of the Relocated Access Road and a permanent easement agreement for the Relocated Access Road in substantially the same form as this Permanent Easement Agreement. Grantee shall review the Grantor's request promptly and shall not unreasonably withhold its consent to the proposed Relocated Access Road Permanent Easement.

14. The Grantor shall comply with all applicable provisions of federal, state, and local law and the Grantee shall comply with all applicable provisions of federal and state law.

15. This Permanent Easement Agreement is governed by the laws of the State of Illinois. If any portion of this Permanent Easement Agreement is invalid or unenforceable with respect to any party, the remainder of this Permanent Easement Agreement will not be affected, and each provision of this Permanent Easement Agreement will be valid and enforceable to the fullest extent permitted by law.

16. Each individual executing this Permanent Easement Agreement represents and warrants that he or she is duly authorized to execute and deliver this Permanent Easement Agreement on behalf of said entity for which the individual is executing, and that this Permanent Easement Agreement is binding upon the entity for which said individual is so executing.

17. Except as explicitly stated herein, this Permanent Easement Agreement contains the entire agreement between Grantor and Grantee with respect to Grantee's use of the Premises and no prior agreements or understandings with respect to the Premises shall be valid or of any force or effect. The preceding sentence shall not apply to any other permanent or temporary easement agreements executed by Grantor and Grantee expressly relating to the Project, the Grade Separation Agreement or to any grade separation construction and maintenance agreements or easements relating to locations within the State of Missouri.

18. Any changes or modifications to this Permanent Easement Agreement shall be in writing, executed by the parties and duly recorded.

19. Either Grantor or Grantee may transfer or assign its interest in this Permanent Easement Agreement or the Premises. If Grantor or Grantee transfers or assigns its interest in this Permanent Easement Agreement or the Premises, then the transferee shall immediately assume all rights and duties of the transferor in this Permanent Easement Agreement and/or the Premises.

20. Any notice or communication required or permitted to be given under this Permanent Easement Agreement shall be in writing and shall be delivered by one or more of the following methods: (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile, notices shall be deemed valid only to the extent that they



are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. All notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a receipt for certified mail. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Grantor shall be addressed to, and delivered at, the following addresses:

The Wiggins Ferry Company  
1000 St. Louis Union Station, Suite 200  
St. Louis, Missouri 63103  
Attention:  
Facsimile number: (314) 621-3673

and

Terminal Railroad Association of St. Louis  
1000 St. Louis Union Station, Suite 200  
St. Louis, Missouri 63103  
Attention: Mr. C. R. McQueen, Jr., Director Engineering Services & Administration

Notices and communications to the Grantee shall be addressed to, and delivered at, the following address:

State of Illinois, Department of Transportation  
1102 Eastport Plaza Drive  
Collinsville, IL 62234  
Attention: Regional Engineer  
Facsimile number: 618-346-3119

with a copy to:

State of Illinois, Department of Transportation  
2300 South Dirksen Parkway  
Springfield, IL 62764  
Attention: Chief Counsel  
Facsimile number: 217-524-0198

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Easement Agreement to be executed in their names and on their behalf by the duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date").

THE WIGGINS FERRY COMPANY

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

THE PEOPLE OF THE STATE OF  
ILLINOIS,  
DEPARTMENT OF TRANSPORTATION

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me \_\_\_\_\_, a  
Notary Public in and for said County and State personally appeared,  
\_\_\_\_\_ and \_\_\_\_\_ who are  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of The Wiggins  
Ferry Company, an Illinois corporation, and who are personally known to me (or proved to me  
on basis of satisfactory evidence) to be the persons whose names are subscribed to in the  
within instrument, and acknowledged to me that they executed the same in their authorized  
capacities, and by their signatures on the Instrument the persons, or the entity upon behalf of  
which persons acted, executed the Instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
State of Missouri  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me \_\_\_\_\_, a  
Notary Public in and for said County and State personally appeared,  
\_\_\_\_\_ and \_\_\_\_\_ who are  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of Terminal  
Railroad Association of St. Louis, a Missouri corporation, and who are personally known to me  
(or proved to me on basis of satisfactory evidence) to be the persons whose names are  
subscribed to in the within instrument, and acknowledged to me that they executed the same in  
their authorized capacities, and by their signatures on the Instrument the persons, or the entity  
upon behalf of which persons acted, executed the Instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
State of Missouri

County of  
My commission expires:  
Commission No.:

STATE OF ILLINOIS            )  
  )       ss  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_ who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the Illinois Department of Transportation and the seal affixed to the foregoing instrument is the official seal of said Department and that said instrument was signed in behalf of said Department by authority of the Illinois Department of Transportation and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### The Premises

Parcel 8825024PE-B

FAP Route 998

Section 82-1B

St. Clair County

Job No. R-98-025-08

Owner: The Wiggins Ferry Company

Sta. 10+80.69 to Sta. 47+29.09

Parcel Index Number 01-02.0-512-001; 01-11.0-200-017; 01-11.0-512-002; 01-11.0-200-015;

01-11.0-512-003; 01-11.4-200-011; 01-11.4-200-016

PE purpose: Construction, use and maintenance of access roadways and associated drainage facilities, for the purpose of access, ingress and egress across the Premises for the construction, reconstruction, inspection, maintenance and repair of relocated Interstate 70 including a Mississippi River bridge, approaches and access roadways.

That part of Lots 44C, 45C, 45D and 24C in Division of Vacant Ferry Lands and part of Lot 12 as shown on Amended Map of Land Reserved by the Wiggins Ferry Co. for private Wharf and other purposes, Section 2 and 11, Township 2 North, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plats thereof recorded in Plat Book B, Page 28 and Plat Book B, Page 39 in the Recorder's Office of St. Clair County, Illinois, described as follows:

Commencing at the southwest corner of Block 6 in the Town of Brooklyn, reference being had to the plat thereof recorded in Plat Book N, Page 2 in said Recorder's Office; thence South 11 degrees 33 minutes 50 seconds East on the westerly right of way line of Illinois Central Railroad, 430.85 feet; thence South 18 degrees 38 minutes 51 seconds East on said westerly right of way line, 310.74 feet; thence South 18 degrees 41 minutes 23 seconds East on said westerly right of way line, 500.22 feet thence South 68 degrees 45 minutes 20 seconds West, 414.37 feet to the Point of Beginning.

From said Point of Beginning; thence South 22 degrees 12 minutes 00 seconds West, 559.04 feet; thence southwesterly, 320.18 feet on a curve to the right, having a radius of 3,012.50 feet, the chord of said curve bears South 25 degrees 14 minutes 42 seconds West, 320.03 feet; thence South 28 degrees 17 minutes 23 seconds West, 1,008.63 feet; thence southwesterly, 246.04 feet on a curve to the left, having a radius of 667.50 feet, the chord of said curve bears South 17 degrees 44 minutes 09 seconds West, 244.65 feet; thence South 7 degrees 10 minutes 56 seconds West, 1,281.67 feet; thence southeasterly, 60.65 feet on a curve to the left, having a radius of 80.00 feet, the chord of said curve bears South 14 degrees 32 minutes 08 seconds East, 59.20 feet; thence southeasterly, 26.66 feet on a curve to the left, having a radius of 40.00 feet, the chord of said curve bears South 55 degrees 20 minutes 52 seconds East, 26.17 feet; thence South 74 degrees 27 minutes 00 seconds East, 64.59 feet; thence northeasterly, 22.98 feet on a curve to the left, having a radius of 30.00 feet, the chord of said curve bears North 83 degrees 36 minutes 15 seconds East, 22.42 feet to the east line of said Lot 12; thence South 7 degrees 23 minutes 16 seconds West on said east line, 67.84 feet; thence northwesterly, 77.28 feet on a non-tangent curve to the left, having a radius of 85.00 feet, the chord of said curve bears North 48 degrees 24 minutes 20 seconds West, 74.64 feet; thence North 74 degrees 27 minutes 00 seconds West, 54.40 feet; thence northwesterly, 35.18 feet on a curve to the right, having a radius of 147.86 feet, the chord of said curve bears North 67 degrees 38 minutes 03 seconds West, 35.10 feet; thence North 16 degrees 37 minutes 50 seconds East, 23.97 feet; thence northwesterly, 39.68 feet on a non-tangent curve to the right, having a radius of 75.00 feet, the chord of said curve bears North 7 degrees 58 minutes 24 seconds West, 39.22 feet; thence North 7 degrees 10 minutes 56 seconds East, 1,299.93 feet; thence northeasterly, 255.25 feet on a curve to the right, having a radius of 692.50 feet, the chord of said curve bears North 17 degrees 44 minutes 09 seconds East, 253.81 feet; thence North 28 degrees 17 minutes 23 seconds East, 1,008.63 feet; thence northeasterly, 317.52 feet on a curve to the left, having a radius of 2,987.50 feet, the chord of said curve bears North 25 degrees 14 minutes 42

seconds East, 317.37 feet; thence North 22 degrees 12 minutes 00 seconds East, 535.37 feet; thence North 68 degrees 45 minutes 20 seconds East, 34.43 feet to the Point of Beginning

Said parcel 8825024PE-B contains 2.1024 acres or 91,581 square feet, more or less.

And Also,

Parcel 8825024PE-C

FAP Route 998

Section 82-1B

St. Clair County

Job No. R-98-025-08

Owner: The Wiggins Ferry Company

Sta. 46+96.21 to Sta. 57+93.05

Parcel Index Number 01-02.0-512-001

PE purpose: Construction, use and maintenance of access roadways and associated drainage facilities, for the purpose of access, ingress and egress across the Premises for the construction, reconstruction, inspection, maintenance and repair of relocated Interstate 70 including a Mississippi River bridge, approaches and access roadways.

That part of Lot 45D in Division of Vacant Ferry Lands, Section 2, Township 2 North, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in Plat Book B, Page 28 in the Recorder's Office of St. Clair County, Illinois, described as follows:

Commencing at the southwest corner of Block 6 in the Town of Brooklyn, reference being had to the plat thereof recorded in Plat Book N, Page 2 in said Recorder's Office; thence South 45 degrees 48 minutes 07 seconds West on the north line of said Lot 45D, 126.94 feet to the Point of Beginning.

From said Point of Beginning; thence southeasterly, 147.55 feet on a non-tangent curve to the right, having a radius of 255.00 feet, the chord of said curve bears South 18 degrees 05 minutes 02 seconds East, 145.50 feet; thence South 1 degree 30 minutes 25 seconds East, 398.69 feet; thence southerly, 269.08 feet on a curve to the right, having a radius of 2,451.02 feet, the chord of said curve bears South 1 degree 38 minutes 17 seconds West, 268.95 feet; thence southwesterly, 268.26 feet on a curve to the right, having a radius of 800.40 feet, the chord of said curve bears South 14 degrees 23 minutes 06 seconds West, 267.01 feet; thence South 68 degrees 45 minutes 20 seconds West, 36.10 feet; thence northeasterly, 285.52 feet on a non-tangent curve to the left, having a radius of 775.40 feet, the chord of said curve bears North 15 degrees 19 minutes 55 seconds East, 283.91 feet; thence northerly, 266.34 feet on a curve to the left, having a radius of 2,426.02 feet, the chord of said curve bears North 1 degree 38 minutes 17 seconds East, 266.21 feet; thence North 1 degree 30 minutes 25 seconds West, 398.69 feet; thence northwesterly, 128.88 feet on a curve to the left, having a radius of 230.00 feet, the chord of said curve bears North 17 degrees 33 minutes 36 seconds West, 127.20 feet to said north line of Lot 45D; thence North 45 degrees 48 minutes 07 seconds East on said north line, 25.39 feet to the Point of Beginning.

Said parcel 8825024PE-C contains 0.6206 acre or 27,034 square feet, more or less.

## **EXHIBIT B**

### **The Bridge**

Parcel 8825024PE-A

FAP Route 998

Section 82-1B

St. Clair County

Job No. R-98-025-08

Owner: The Wiggins Ferry Company

Sta. 95+63.02 to Sta. 119+61.15

Parcel Index Number 01-02.0-512-001

PE purpose: Highway right of way for the construction, reconstruction, maintenance, repair and use of relocated Interstate 70 including a Mississippi River bridge, approaches and access roadways.

That part of Lots 45A, 45C and 45D in Division of Vacant Ferry Lands in Section 2, Township 2 North, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in Plat Book B, Page 28 in the Recorder's Office of St. Clair County, Illinois, described as follows:

Commencing at the southwest corner of Block 6 in the Town of Brooklyn, reference being had to the plat thereof recorded in Plat Book N, Page 2 in said Recorder's Office; thence South 11 degrees 33 minutes 50 seconds East on the westerly right of way line of Illinois Central Railroad, 430.85 feet; thence South 18 degrees 38 minutes 51 seconds East on said westerly right of way line, 310.74 feet; thence South 18 degrees 41 minutes 23 seconds East on said westerly right of way line, 300.02 feet to the Point of Beginning.

From said Point of Beginning; thence South 18 degrees 41 minutes 23 seconds East, 200.20 feet; thence South 68 degrees 45 minutes 20 seconds West, 2,289.21 feet to the easterly edge of the Mississippi River; thence North 18 degrees 27 minutes 19 seconds West on said easterly edge, 82.77 feet; thence North 11 degrees 29 minutes 43 seconds West on said easterly edge, 119.04 feet; thence North 68 degrees 45 minutes 20 seconds East, 2,273.94 feet to the Point of Beginning.

Said parcel 8825024PE-A contains 10.4893 acres or 456,912 square feet, more or less.

**EXHIBIT C**

**The Permitted Exceptions**

To be determined.



### Location of Access Roadways

